

DOCKET FILE COPY ORIGINAL

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In re Applications of) MM DOCKET NO. 94-47
Benchmark Communications Corporation) File No. BPH 991228MT
For Construction Permit for a New)
FM Station on Channel 291C3 in)
Chatom, Alabama)

RECEIVED
JUN 14 1994

To: Benchmark Communications Corporation

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

**MASS MEDIA BUREAU'S REQUEST FOR
ADMISSIONS OF FACT AND GENUINENESS OF DOCUMENTS**

The Chief, Mass Media Bureau, by his attorneys, pursuant to Section 1.246 of the Commission's Rules, hereby requests that, within ten days of the service of this request, Benchmark Communications Corporation ("Benchmark") admit to the truth of the facts set forth and the genuineness of the documents attached hereto. Each response shall be labelled with the same number as the subject admission request and shall be made under oath or affirmation by the person making the response.

Admissions

1. John Raymond Meyers ("Meyers"), Benchmark's president, executed a lease bearing a date of March 1, 1988, on behalf of WCCJ, Inc., regarding Station WCCJ(FM), Chatom, Alabama.

2. Attachment 1 is a true copy of the lease referenced in Admission 1.

3. Meyers did not execute Attachment 1 on March 1, 1988.

4. Neither Meyers nor Benchmark nor WCCJ, Inc. paid the yearly rental of \$2,000 on or before March 1, 1988.

No. of Copies rec'd
List ABCDE

076

5. The land described in Attachment 1 was intended in March 1988 to be the tower site for Station WCCJ(FM).

6. On January 20, 1988, Meyers purchased concrete mix for the foundation of the tower for Station WCCJ(FM).

7. On January 20, 1988, Meyers dug a hole for the foundation of the tower for Station WCCJ(FM) on the land described in Attachment 1, placed steel reinforcing bars in the hole, and mixed and poured concrete into the hole.

8. On January 20, 1988, Meyers brought to the land described in Attachment 1, but did not install, earth auger-type screw-in guy anchors.

9. Neither Meyers nor anyone else on behalf of Benchmark performed any construction of any nature whatsoever at the WCCJ(FM) tower site between January 20, 1988, and March 16, 1988.

10. Neither Meyers nor anyone else on behalf of Benchmark saw at the Station WCCJ(FM) tower site the mobile home intended to serve as Station WCCJ(FM)'s studios and offices prior to March 16, 1988.

11. Neither Meyers nor anyone else on behalf of Benchmark took delivery of the mobile home intended to serve as Station WCCJ(FM)'s studios and offices prior to March 16, 1988.

12. No studio equipment was installed or tested in the mobile home intended to serve as the studios and offices of Station WCCJ(FM) prior to March 16, 1988.

13. Neither Meyers nor anyone on behalf of Benchmark saw or took delivery of a tower at the WCCJ(FM) tower site prior to

March 16, 1988.

14. Prior to March 16, 1988, the electric company in Chatom had not begun to install a power line from pre-existing power lines to the tower site for Station WCCJ(FM).

15. Attachment 2 is a true copy, except for the absence of Meyer's signature, of an application for extension of construction permit prepared by Benchmark.

16. Attachment 2 was filed with the Commission on March 25, 1988.

17. Meyers is the author of Exhibit 2 of Attachment 2.

18. Attachment 3 is a true copy of an amendment to Attachment 2, which amendment was dated May 26, 1988.

19. Attachment 3 was filed with the Commission.


20. Benchmark did not file anything with the Commission relative to Station WCCJ(FM) between March 25, 1988, and May 16, 1988.

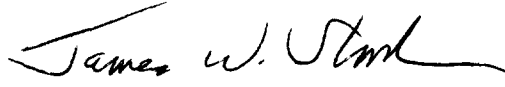
21. Attachment 3 was filed in part to respond to allegations made in an objection to Benchmark's March 25, 1988, application for extension of construction permit filed by Alabama Native American Broadcasting Company with the Commission on May 6, 1988.

22. With respect to its instant application (File No. BPH-891228MT), Benchmark never filed an amendment reporting the specification of issues against its application for Highlands, North Carolina (File No. BPH-890504ME), which issues appear in Mountain High Broadcasters, Inc., 6 FCC Rcd 3 (MMB 1991).

23. With respect to its instant application (File No. BPH-891228MT), Benchmark never filed an amendment reporting the dismissal of its application for Highlands, North Carolina (File No. BPH-890504ME) without resolution of the issues specified against it in the Highlands proceeding.

Respectfully submitted,
Roy J. Stewart
Chief, Mass Media Bureau


Charles E. Dziedzic
Chief, Hearing Branch


James W. Shook
Attorney
Mass Media Bureau

Federal Communications Commission
2025 M Street, N.W.
Suite 7212
Washington, D.C. 20554
(202) 632-6402

June 14, 1994

ATTACHMENT 1

STATE OF ALABAMA

COUNTY OF WASHINGTON

REAL PROPERTY LEASE

THIS LEASE is made and entered into on this the 1st day of March, 1988, by and between First Alabama Bank of Mobile, Alabama, as Trustee of the Martha Annie Jordan Income Trust (hereinafter referred to as "Lessor"), and WCCJ, Inc., an Alabama Corporation whose principal place of business is in the city of Chatom, Washington County, Alabama, 36518, (hereinafter referred to as "Lessee").

ARTICLE I

DEMISE OF LEASED LAND

1.01 Leased Land: Lessor, for and in consideration of the rents, covenants, and conditions herein contained to be kept, performed, and observed by Lessee, does lease and demise to Lessee, and Lessee does rent and accept from Lessor, the real property, referred to herein as the "Leased Land" including a right-of-way and surface easement providing access more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

1.02 Lessor's Warranty of Title: Lessor hereby represents and warrants that Lessor is the owner in fee simple absolute of the leased land subject to covenants, conditions, restrictions, easements and other matters of record. Lessor makes no representation or warranties that the tract or conditions beneath the tract are suitable for any particular purpose, including the

construction of a radio transmission tower, and the construction or operation of a radio transmission facility to be constructed on the leased land as more particularly described hereinabove.

1.03 Lessor's Warranty of Quiet Enjoyment: Lessor covenants and agrees that Lessee, on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions and terms of this lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy and enjoy the leased land during the term of this lease without hinderance or molestation of Lessor or any person claiming under Lessor.

ARTICLE II

LEASE TERM

2.01 Primary Lease Term: This lease shall be for a term of five (5) years, referred to herein as the "Primary Lease Term", commencing as of the day and date first above written and expiring at 5:00 P.M. on the day and date exactly five (5) years therefrom.

2.02 Holdover: If Lessee shall holdover after the expiration of the primary lease term such tenancy shall be from month to month on all the terms, covenants and conditions of this lease.

ARTICLE III

RENT, TAXES AND UTILITIES

3.01 Rental During Primary Term: Lessee agrees to pay Lessor Two Thousand and no/100 (\$2,000.00) Dollars per year as rental for the use and occupancy of the leased lands during the primary term of this lease, said rental to be paid in advance of each year next succeeding the date of this Lease.

3.02 Lessee to Pay Taxes: Lessee agrees to pay all real property taxes, special taxes, or assessments and all property taxes on the personal property located on the leased land, levied or assessed upon or against the leased land during the lease term of any extension or renewal thereof and if, for any reason, Lessee fails to pay such taxes when due, Lessor shall reserve the right to pay such taxes on behalf of the Lessee and, Lessee shall, within thirty (30) days of Lessor's invoice, reimburse Lessor for such taxes and any interest and/or penalties thereon.

3.03 Lessee to Pay Utility Charges: Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and any and all other utilities used upon the leased lands throughout the term of this lease and any extension or renewal thereof, including any connection fees.

ARTICLE IV

USE OF PREMISES

4.01 Primary Use: Lessee intends and shall use the leased lands under this lease to build a facility for radio transmission purposes, being an FM station to be known by the call letters WCCJ. Lessee shall not build, operate or otherwise utilize the leased lands under this lease for any other purpose which may in any way diminish the value of said leased lands to Lessor.

4.02 Termination if Use Becomes Unlawful, Impossible, or Impracticable: If it is or becomes unlawful for Lessee, or anyone holding under Lessee directly or indirectly, to conduct any particular operation or to erect or maintain any particular structure or equipment on the leased land, or if any part of the

leased land or the approaches thereto are condemned, zoned or changed by public authorities; or if it becomes impossible or impracticable to use the leased land for its primary use, then Lessee shall have the right at any time thereafter to terminate this lease by giving Lessor thirty (30) days notice in writing of such termination.

ARTICLE V

LEASE TERMINATION

5.01 Lease Termination: This lease shall terminate, without any right of renewal, on the date specified hereinabove for the termination of the primary term.

5.02 Termination by Lessor: Lessor shall have the right to terminate this lease upon written notice to Lessee, and the lease shall terminate on the date specified in such notice, upon the occurrence of any one or more of the following:

(a) Lessee fails to make lease payments due under this agreement when due or cure the default of failure to make said lease payments within thirty (30) days from the date such payments are due.

(b) Lessee assigns, sells or otherwise transfers its rights under this lease without Lessor's express prior written approval.

5.03 Termination by Lessee: Lessee shall have the right to terminate the lease upon at least sixty (60) days prior written notice to Lessor, and the lease shall terminate on the date specified in such notice.

5.04 Rights and Obligations Upon Lease Termination: Upon the expiration of the primary term of this lease or upon termination of

this lease as hereinabove provided or upon termination for any other reason as herein provided:

(a) Lessee shall promptly and at Lessee's expense, upon request by Lessor:

(i) remove the facilities, including, but not limited to, all towers, supports, buildings and foundations from the leased lands,

(ii) restore the leased lands to the condition in which Lessee received them under this Agreement, and until such time as Lessee has removed the facilities, and restored the leased lands, Lessee shall continue to pay all rentals and taxes on the leased lands as provided in this Agreement. Lessee shall not be entitled to any refund of lease payments made under the terms of this Agreement and any such payments are forfeited in favor of the Lessor.

ARTICLE VI

CONSTRUCTION BY LESSEE

6.01 Lessee's Right to Build - General Conditions: Lessee shall have the right, at any time and from time to time during the term of this lease and any extension or renewal thereof, to erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvements on the leased land, and correct and change the contour of the leased land, subject to the following conditions:

(a) The cost of any such construction, reconstruction, demolition, or any change, alteration, or improvements shall be borne and paid by the Lessee.

(b) The leased land shall at all times be kept free of mechanics and materialmens liens.

(c) Lessor shall receive copies of architect's drawings showing the exterior appearance and dimensions of major improvements.

(d) Lessor shall be notified at the time of commencement of any work.

(e) Lessee shall design and operate the radio transmission facility to be constructed under the provisions of this agreement consistent with good engineering practices.

ARTICLE VII

MAINTENANCE AND REPAIR OF LEASED PREMISES

7.01 Lessee's Duty to Maintain and Repair: Lessee, at Lessee's own cost and expense at all times during the term of this lease or any extension or renewal thereof shall maintain, or cause to be kept and maintained, all buildings and improvements which may be erected upon the leased land in a good state of appearance and repair, reasonable wear and tear excepted.

7.02 Lessee shall be given a common key to the gate controlling access to the Leased Land and shall maintain control over said key and not allow its distribution beyond the agents, servants or employees of the Lessee.

ARTICLE VIII

INDEMNITY

8.01 Lessee, in consideration for this lease agrees that it will indemnify and hold Lessor harmless against the claims of all persons whomsoever and against all liability, loss or damage Lessor

may suffer as a result of Lessee's operations on the Leased Land pursuant to this Agreement.

ARTICLE IX

ASSIGNMENT AND SUBLEASE

9.01 Consent of Lessor: Lessee may not assign or sublease its rights under this lease without the express written consent of Lessor, which consent shall not be unreasonably withheld.

ARTICLE X

GENERAL PROVISIONS

10.01 Conditions and Covenants: All of the provisions of this lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

10.02 No Waiver of Breach: No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this lease, but each and every covenant, condition, agreement and term of this lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

10.03 Successors in Interest: Each and all of the covenants, conditions and restrictions in this lease shall enure to the benefit of and shall be binding upon the successors in interest of

Lessor and, subject to the restrictions of Article VII, the successor in interest of Lessee.

10.04 Entire Agreement: This lease contains the entire agreement of the parties with respect to the matters covered by this lease and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this lease shall be binding or valid.

10.05 Severability: If any provision of this lease shall be held invalid under any applicable laws, such invalidity shall not affect any other portion of this lease that can be given effect without the invalid provision and to this end, the provisions hereof are severable.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be duly executed as of the day and year first above written.

LESSEE

WCCJ, INC.

By:

Its

J. M. [Signature]
Pres./Dir.

ATTEST:

Mary J. [Signature]

LESSOR

FIRST ALABAMA BANK AS TRUSTEE OF THE
MARTHA ANNIE JORDAN INCOME TRUST

By:

Its

[Signature]

ATTEST:

Ronald L. Harper

STATE OF Fla.

COUNTY OF Dade

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John Raymond Meyers and _____ whose names as Pres./Dir. and _____, respectively, of WCCJ, Inc., a corporation, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 10th day of May, 1988.

Almita Lillo
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 16, 1988
~~BONDED THRU GENERAL INS. UND.~~

My Commission Expires:

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that _____, whose name as _____ of First Alabama Bank, acting as Trustee of the Martha Annie Jordan Income Trust created under the Last Will and Testament of Martha Annie Jordan, deceased, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, _____ in _____ capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the ____ day of
_____, 1988.

NOTARY PUBLIC

My Commission Expires: My Commission Expires 10/22/90

APPLICATION FOR EXTENSION OF CONSTRUCTION PERMIT
OR TO REPLACE EXPIRED CONSTRUCTION PERMIT

INSTRUCTIONS

- A. This form is to be used in all cases when applying for additional time to construct a station or when applying for construction permit to replace expired permit. See the following Parts of the Commission's Rules:

BROADCAST - Part 73
COMMON CARRIER - Parts 21, 23 and 25

- B. Prepare and file original and one copy. File with the Federal Communications Commission, Washington, D.C. 20554 (Sign all copies)

- C. The name of the applicant must be stated exactly as it appears on the construction permit/expired construction permit.

- D. This application shall be personally signed by the applicant. If any applicant is an individual, by one of the partners; if the applicant is a partnership, by an officer; if the applicant is a corporation, by a member who is an officer. If the applicant is an unincorporated association, by such duly elected or appointed officials as may be competent to do so under the laws of the applicable jurisdiction; if the applicant is an eligible government entity; or by the applicant's attorney in case of the applicant's physical disability or of her/his absence from the United States. The attorney shall, in the event he/she signs for the applicant, separately set forth the reason why the application is not signed by the applicant. In addition, if any matter is stated on the basis of the attorney's belief only (rather than knowledge), he/she shall separately set forth reasons for believing that such statements are true.

- E. [Broadcast applicants only - Item 6 (c)]
Completion of construction includes the time required for testing and filing FCC Form 302 for broadcast station license.

- F. [Broadcast applicants only - Item 7]
Applicants must explain fully, status of construction, reasons for delays in commencement/completion of construction and detailed steps being taken to remedy delays.

- G. Filing date is determined by date application is received in FCC.

- H. **BE SURE ALL NECESSARY INFORMATION IS FURNISHED AND ALL PARAGRAPHS ARE FULLY ANSWERED. IF ANY PORTIONS OF THE APPLICATION ARE NOT APPLICABLE SPECIFICALLY SO STATE. DEFECTIVE OR INCOMPLETE APPLICATIONS MAY BE RETURNED WITHOUT CONSIDERATION.**

FOR COMMISSION USE ONLY

FILE NO.

1. Legal name of applicant (See instruction C)
BENCHMARK COMMUNICATIONS CORP.

ATTACHMENT 2

2. 4300 SW 75 Avenue
Miami, FL 33155

Telephone No. (Include Area Code)

(305) 264-5957

3. PURPOSE OF APPLICATION: (Check one)

- a. Additional time to construct radio station ☒
b. Construction permit to replace expired permit ☐
(Not to be used under Part 21)

4. IDENTIFICATION OF OUTSTANDING CONSTRUCTION PERMIT.

File Number

BPH-840423ID

Call Letter

WCCJ

Frequency

106.1 MHz

Channel No. (Broadcast applicants only)

291A

Station Location

Chatom, Alabama

5. Other (Broadcast applicants only)

Submit as Exhibit No. _____ a list of the file numbers of pending applications concerning this station, e.g., major or minor modifications, assignments, etc. none

6. EXTENT OF CONSTRUCTION

- (a) Has equipment been delivered?

☐ Yes ☒ No

IF NO, answer the following:

From whom ordered (If no order has been placed, so indicate)
see exhibit 1

Date Ordered

see exhibit 1

Date Delivery Promised

see exhibit 1

- (b) Has installation commenced?

☒ Yes ☐ No

IF YES, submit as Exhibit 2 a description of the extent of installation and the date installation commenced.

- (c) Estimated date by which construction can be completed.

June 1, 1988

7. (a) If application is for extension of construction permit, submit as Exhibit 3 reason(s) why construction has not been completed.

- (b) If application is to replace an expired construction permit, submit as Exhibit NA the reason for not submitting a timely extension application, together with the reason(s) why construction was not completed during the period specified in the construction permit or subsequent extension(s).

8. Are the representations contained in the application for construction permit still true and correct?

☒ YES ☐ NO

If No, give particulars in Exhibit

THE APPLICANT hereby waives any claim to the use of any particular frequency or of electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application (See Section 304 of the Communications Act of 1934).

THE APPLICANT represents that this application is not filed for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

THE APPLICANT acknowledges that all statements made in this application and attached exhibits are considered material representations, and that all the exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

CERTIFICATION

I certify that the statements in this application are true, complete and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 16 day of March, 19 88.

BENCHMARK COMMUNICATIONS CORP.

(Legal Name of Applicant)

WILLFUL FALSE STATEMENTS MADE ON THIS FORM
ARE PUNISHABLE BY FINE AND IMPRISONMENT, U.S.
CODE, TITLE 18, SECTION 1001.

(Signature)

PRES. AND DIR.

Title

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended.

The principal purpose(s) for which the information will be used is to determine if the benefit requested is consistent with public interest.

The staff, consisting variously of attorneys, analysts, engineers, and application examiners, will use the information to determine whether the application should be granted, dismissed, or designated for hearing.

If all the information requested is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to obtain this authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P. L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a (e)(3), AND THE PAPERWORK REDUCTION ACT OF 1980, P. L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

EXHIBITS furnished as required by this form:

Exhibit No.	Name of officer or employee (1) by whom or (2) under whose direction exhibit was prepared (show which).	Official Title
1	JOHN RAYMOND MEYERS	PRES. AND DIR.
2	JOHN RAYMOND MEYERS	PRES. AND DIR.
3	JOHN RAYMOND MEYERS	PRES. AND DIR.

EXHIBIT 1
WCCJ
Benchmark Comm. Corp.
Chatom, Alabama
March 16, 1988

Approximately ninety five percent of the equipment is on hand to complete the construction of the station. Items that remain to be delivered are specifically the power divider for the antenna coming from Jampro, the exciter for the transmitter coming from Allied Broadcast Equipment and the transmission line coming from Breit Tower Service.

The power divider was shipped to Jampro in mid March for repair and is to be returned in six weeks. The exciter was ordered in mid January as was the transmission line. No delivery dates were promised.

All other items are on hand and are in various states of installation.

EXHIBIT 2
WCCJ
Benchmark Comm. Corp.
Chatom, Alabama
March 16, 1988

The construction and installation was started January 20, 1988 and continues to the present date. Excavation of the site for the tower foundation and anchors and the tie down points for the mobile home that will serve as the studios and offices and transmitter housing were completed by the first week in February.

The mobile home was then brought to the site and modifications to its interior were started to accommodate the studios, etc. Equipment is being installed and tested in those areas that are complete.

The tower was delivered to the site March 8, and erection is scheduled to start March 23, as indicated by the attached FAA form 7460-2 that has been filed with the FAA's regional office in Atlanta.

The local power company was also been installing a service line to the site and should be completed by the end of March.

EXHIBIT 3
WCCJ
Benchmark Comm. Corp.
Chatom, Alabama
March 16, 1988

The current construction permit was issued for six months starting in November, 1987. Prior to that no construction had taken place as there is a pending action before the Commission for a modification to this construction permit to up-grade the station from an A to a C2 class. The long delay by the Commission in reaching a decision on this up-grade and then finding that the existing authorization would have to be constructed prior to a final decision required the renegotiation of the lease for the original site. This process took two months and was agreed to in January of this year.

Weather has played a minor roll in delays. Contractors that had to come from nearby cities also slowed construction. Nearly every piece of equipment that has been ordered has arrived late.

It is believed by the permittee that all remaining items will be in place by the end of April, 1988 and equipment testing can commence. It is anticipated that an application for station license will be filed by mid May, 1988.

United States of America
FEDERAL COMMUNICATIONS COMMISSION

APPLICATION FOR EXTENSION OF CONSTRUCTION PERMIT
OR TO REPLACE EXPIRED CONSTRUCTION PERMIT

INSTRUCTIONS

- A. This form is to be used in all cases when applying for additional time to construct a station or when applying for construction permit to replace expired permit. See the following Parts of the Commission's Rules:

BROADCAST - Part 73
COMMON CARRIER - Parts 21, 23 and 25

- B. Prepare and file original and one copy. File with the Federal Communications Commission, Washington, D.C. 20554 (Sign all copies).

- C. The name of the applicant must be stated exactly as it appears on the construction permit/expired construction permit.

- D. This application shall be personally signed by the applicant. If any applicant is an individual, by one of the partners; if the applicant is a partnership, by an officer; if the applicant is a corporation, by a member who is an officer. If the applicant is an unincorporated association, by such duly elected or appointed officials as may be competent to do so under the laws of the applicable jurisdiction; if the applicant is an eligible government entity; or by the applicant's attorney in case of the applicant's physical disability or of her/his absence from the United States. The attorney shall, in the event he/she signs for the applicant, separately set forth the reason why the application is not signed by the applicant. In addition, if any matter is stated on the basis of the attorney's belief only (rather than knowledge), he/she shall separately set forth reasons for believing that such statements are true.

- E. [Broadcast applicants only - Item 6 (c)]
Completion of construction includes the time required for testing and filing FCC Form 302 for broadcast station license.

- F. [Broadcast applicants only - Item 7]
Applicants must explain fully, status of construction, reasons for delays in commencement/completion of construction and detailed steps being taken to remedy delays.

- G. Filing date is determined by date application is received in FCC.

- H. BE SURE ALL NECESSARY INFORMATION IS FURNISHED AND ALL PARAGRAPHS ARE FULLY ANSWERED. IF ANY PORTIONS OF THE APPLICATION ARE NOT APPLICABLE SPECIFICALLY SO STATE. DEFECTIVE OR INCOMPLETE APPLICATIONS MAY BE RETURNED WITHOUT CONSIDERATION.

FILE NO.

1. Legal name of applicant (See instruction C)

BENCHMARK COMMUNICATIONS CORP.

ATTACHMENT 3

2. Address

4200 SW 75 Avenue
Miami, FL 33155

Telephone No. (Include Area Code)

(305) 264-5957

3. PURPOSE OF APPLICATION: (Check one)

- a. Additional time to construct radio station ☒
b. Construction permit to replace expired permit ☐
(Not to be used under Part 27)

4. IDENTIFICATION OF OUTSTANDING CONSTRUCTION PERMIT.

File Number

BPH-840423ID

Call Letter

WCCJ

Frequency

106.1 MHz

Channel No. (Broadcast applicants only)

291A

Station Location

Chatom, Alabama

5. Other (Broadcast applicants only)

Submit as Exhibit No. _____ a list of the file numbers of pending applications concerning this station, e.g., major or minor modifications, assignments, etc. ☐ NONE

6. EXTENT OF CONSTRUCTION

- (a) Has equipment been delivered?

☐ Yes ☒ No

IF NO, answer the following:

From whom ordered (If no order has been placed, so indicate)

see exhibit 1

Date Ordered

see exhibit 1

Date Delivery Promised

see exhibit 1

- (b) Has installation commenced?

☒ Yes ☐ No

IF YES, submit as Exhibit 1 a description of the extent of installation and the date installation commenced.

- (c) Estimated date by which construction can be completed.

July 1, 1988

7. (a) If application is for extension of construction permit, submit as Exhibit 1 reason(s) why construction has not been completed.

- (b) If application is to replace an expired construction permit, submit as Exhibit 1A the reason for not submitting a timely extension application, together with the reason(s) why construction was not completed during the period specified in the construction permit or subsequent extension(s).

8. Are the representations contained in the application for construction permit still true and correct?

☒ YES ☐ NO

If No, give particulars in Exhibit

THE APPLICANT hereby waives any claim to the use of any particular frequency or of electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application (See Section 304 of the Communications Act of 1934).

THE APPLICANT represents that this application is not filed for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

THE APPLICANT acknowledges that all statements made in this application and attached exhibits are considered material representations, and that all the exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

CERTIFICATION

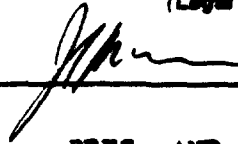
I certify that the statements in this application are true, complete and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 26 day of May, 19 88.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM
ARE PUNISHABLE BY FINE AND IMPRISONMENT, U.S.
CODE, TITLE 18, SECTION 1001.

BENCHMARK COMMUNICATIONS CORP.

(Legal Name of Applicant)



(Signature)

PRES. AND DIR.

Title

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended.

The principal purpose(s) for which the information will be used is to determine if the benefit requested is consistent with public interest.

The staff, consisting variously of attorneys, analysts, engineers, and application examiners, will use the information to determine whether the application should be granted, dismissed, or designated for hearing.

If all the information requested is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to obtain this authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P. L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a (e)(3), AND THE PAPERWORK REDUCTION ACT OF 1980, P. L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

EXHIBITS furnished as required by this form:

Exhibit No.	Name of officer or employee (1) by whom or (2) under whose direction exhibit was prepared (show which).	Official Title
1	JOHN RAYMOND MEYERS	PRES. AND DIR.

EXHIBIT 1
WCCJ
Benchmark Comm. Corp.
Chatom, Alabama
May 26, 1988

This exhibit is to serve as an amendment to form 701 filed March 16, 1988, for WCCJ, Chatom, Alabama (file number BPH-840423ID).

Since the date of this filing several changes have occurred making necessary an amendment to WCCJ's request for extension of time to complete construction. Every attempt has been made to meet the proposed completion date of June 1, 1988, in spite of several problems.

Among these was the destruction of the original mobile trailer intended for use as studio and transmitter. The road into the transmitter site is best described as primitive. The original trailer was damaged during the delivery attempt and although repairs were attempted, the damage was severe enough to necessitate removal and another smaller trailer was brought to the site and is now in position. This trailer has all equipment in place and is ready to be used.

The next problem to arise has been the delay of the local power company to deliver power to the site. Local weather conditions have pulled their limited crews away from our requirements to restore existing service knocked out by various storms that come through the area about once a week. In addition there has been a right-of-way question for utility easements that has held up the installation of a pole line. A

generator to be used for emergency operation has been called upon to supply the site with power until utility power becomes available.

The final problem is one that will actually prevent us from achieving the June 1st readiness goal. The tower delivered to the site was not the one specified and was also incomplete. The proper tower has been located and is being shipped. However, because of this delay, the tower crew (briet Tower Service of Miami, Florida), elected to substitute another job in the Cayman Islands for ours. We have contacted Antenna and Tower Services, Inc., of Sturgeon, Missouri, to come and erect the tower. They indicate that erection can be completed in three to four days weather permitting once they are on the site (see attached).

For these reasons we are requesting an additional thirty days to July 1, 1988 to complete construction.

Rt. 1 Box 33-AA
Sturgeon, Missouri 65284
314-687-3932

Antenna and Tower Service, Inc.

JAMES E. PICKETT

AM • FM • TV • CATV • MICRO-WAVE • TWO-WAY

To: Benchmark Communications Corp / WCCJ Radio - Chatom, Ala.
4700 SW 75th Ave.
Miami, Florida 33155

Date: May 19, 1988

Location: WCCJ - Chatom, Ala.

Att: Ray Meyer

No. 051988-1

TOWER: 270 ft., Type <u>Guyed</u> (<input checked="" type="checkbox"/> Galv. () Base Insulated (<input checked="" type="checkbox"/> Non-ins. () with Anchors & Hardware. (<input checked="" type="checkbox"/>) Tower to support <u>Four-bay F.M. 15/8 line</u> () FM ins. guys () Fibre Glass () Deicer Circuit LIGHTING: FAA Spec. A-2 () PE Control. () Flasher () Conduit. Freight Estimate () F.O.B. Job Site () Other		
MISCELLANEOUS: <u>Furnish labor to erect one (1) 270 ft. guyed F.M. broadcast tower designed to support one 4-bay F.M. broadcast antenna and one (1) run of 15/8 helix transmission line. Concrete foundation and anchors to be furnished and installed by others. Pricing based upon normal site and soil conditions.</u>		
Pricing based upon complete site accessibility.		TOTAL MATERIAL COST
INSTALLATION BY: (<input checked="" type="checkbox"/>) Tower(s) () Con. Base () Con. Anchor () Paint (<input checked="" type="checkbox"/>) Lights (<input checked="" type="checkbox"/>) Antenna(s) <u>4-bay</u> (<input checked="" type="checkbox"/>) Coax. <u>15/8</u> () STL () Coax. () Deicer Circuit		Normal Soil and Access
TOTAL COST MATERIAL & INSTALLATION		
INSTALL GROUND SYSTEM: Install _____ Radials _____ and _____ Radials _____' long, buried 6 to 8" deep—normal soil, bonded where necessary. Install _____ of _____" Copper Ribbon. Install Copper Ground Screen _____' x _____ () Buried () Not Buried MATERIAL: (Estimate) Furnished by: No. 10 Bare Copper Wire () ft.) " Copper Ribbon () ft.) " x _____' Copper Screen. <small>Note: Copper prices subject to change without notice.</small>		
ESTIMATED COST OF MATERIAL AND INSTALLATION OF G. S.		
PURCHASER'S ACCEPTANCE		PACKAGE PRICE <u>\$12,750.⁰⁰</u>
COMPANY _____		
BY _____		
DATE _____ TITLE _____		

If above price meets with your approval, please sign and return with 40% down payment, 40% on delivery, 20% on completion. A finance charge of 2% (24% per annum) will be assessed against all accounts after 30 days.

Delivery date (estimate)

Respectfully submitted,

ANTENNA & TOWER SERVICE By _____

Title Pres. - G.M.


Ten (10) days

CERTIFICATE OF SERVICE

Michelle C. Mebane, secretary of the Hearing Branch, Mass Media Bureau, certifies that she has on this 14th day of June, 1994, sent by regular United States mail, U.S. Government frank, copies of the foregoing "**Mass Media Bureau's Request for Admissions of Fact and Genuineness of Documents**" to:

John Raymond Meyers, President
Benchmark Communications Corporation
4700 SW 75th Avenue
Miami, Florida 33155

Administrative Law Judge Edward Luton
Federal Communications Commission
2000 L Street, N.W., Suite 225
Washington, D.C. 20554


Michelle C. Mebane